



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, March 15, 2023; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. **Call to Order**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Special Presentations by Staff Members or Invited Consultants**
- V. **Public Comments (Agenda Items Only)**
- VI. **Reports**
 - a. Mayor
 - b. Council Members
 - c. Finance Director
 - d. Law Director
 - e. City Manager

Changes To Tonight's Agenda

- VII. **Approval of Previous Minutes**
 Regular Meeting Minutes of March 1, 2023

VIII. **Public Hearings**

ORDINANCE 2023-10 *Sponsor: Councilperson Baryak*
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

ORDINANCE 2023-11 *Sponsor: Councilperson Baryak*
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SAWVEL AND ASSOCIATES, INC. FOR AN ELECTRIC COST OF SERVICE RATE STUDY

IX. Unfinished Business

ORDINANCE 2023-10

Sponsor: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

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Sponsor: Councilperson Baryak

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X. New Business

ORDINANCE 2023-12

Sponsor: Councilperson Spletzer

AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR

MOTION

Sponsor: Councilperson Spletzer

A Motion to discuss the July and August regular meetings of the Council according to Council Rules and Section 121.01(d) of the codified ordinances.

RESOLUTION 05-2023

Sponsors: Councilpersons Rufener and Stimpert

A RESOLUTION REQUESTING THE TRUMBULL COUNTY BOARD OF ELECTIONS TO SCHEDULE A RECALL ELECTION FOR WARD 3 COUNCILPERSON TESA SPLETZER ON THE NOVEMBER 7, 2023 MUNICIPAL ELECTION DATE

XI. Public Comments

XII. Closing Remarks

XIII. Motion to Recess into Executive Session (If Necessary)

XIV. Adjournment



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
Wednesday, March 1, 2023; 6:00 PM
COUNCIL CHAMBERS
612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Finance Director	Sean Housley
City Clerk	Michael Acomb

I. Call to Order

Mayor Kline called the meeting to order at 6:00 pm.

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

Council Present: Councilperson Fetterolf, Councilperson Baryak, Councilperson Spletzer, Councilperson Stimpert, Mayor Kline

Council Absent: None

Staff Present: Clerk Acomb, Law Director Bryan, Finance Director Housley

Staff Absent: City Manager Priddy, City Administrator Smeiles

IV. Special Presentations by Staff Members or Invited Consultants

None.

V. Public Comments (Agenda Items Only)

Adam Zimmermann – 515 Lemae Ave

He thanked Council for having the Revitalize or Die meeting outside of council chambers and spoke against the Motion listed in New Business. He cited improper procedure according to Robert's Rules. He spoke about the minutes of the last meeting stating disappointment that Mr. Fetterolf did not report that he went to Treasury Investment Board Meeting. He asked for discipline for Mr. Fetterolf.

John Richards – 212 Albert Street

He spoke in support of the Motion listed in New Business, citing a desire to be able to provide space for as many participants as possible.

Tracy Hurst – 613 Ophelia Avenue

She spoke in support of the Motion listed in New Business citing that past use of Council Chambers permitted efficient and effective meetings with no issues.

Anna Eby – 50 W. 9th Street

She suggested that groups use the conference room if Council Chambers won't be made available. She spoke against Resolution 04-2023 citing a lack of budget.

VI. Reports

- a. Mayor – He attended the town hall meeting last night regarding revitalization, Revitalize or Die. The next one will be March 9. He said the meeting had a good feel to it. He spoke about the Mayor's Choice program and how great it is in recognizing local businesses. He spoke in support of the local businesses and urged people to take some time and explore all of the businesses in the Village to refresh their memory about the offerings. He attended the school board meeting and was impressed with the new Superintendent. Ms. Priddy added that a thank you card was received from the schools, and she shared it with Council.
- b. Council Members
 - i. Ward 1 – Mr. Fetterolf - He stated that he was at the recorded Treasury Investment Board meeting. He spoke in support of having Village staff handle the setup up for meetings that are held in the Municipal Center. He missed last night's public meeting.
 - ii. Ward 2 – Mr. Baryak - He spoke about economic development and announced that the County Commissioners will pick up the remaining balance of the bill for the Scott Street project. He met on Friday with Stewart White regarding annexation and Dunkin Donuts. He attended last night's meeting and complimented the participation. He said a lot of companies want to bid on an upcoming contract.
 - iii. Ward 3 – Ms. Spletzer - She attended last night's public meeting and thanked all who attended. She said the use of the community center and meeting space for different organizations is becoming a problem.
 - iv. Ward 4 – Mr. Rufener - No report.
 - v. At-Large – Ms. Stimpert - The Fire Board meeting is March 21 at 6pm at Township Hall. She clarified that the Fire Board has not purchased any property. A tentative property transfer agreement was presented last week to the Board but it is in the early stages. The Fire Board is pursuing CPR training for residents via various grants. She provided a summary of the fire department calls for this year.
 1. Mr. Baryak asked Ms. Stimpert to clarify if her statements from November 2022 indicated that a full presentation was made to the Fire Board regarding the purchase of property. Ms. Stimpert indicated that an email was received with a proposal and that legal had been reviewing it. Mr. Baryak felt that information was not being shared with Council in a timely manner. Ms. Stimpert invited Mr. Baryak to the Fire Board meetings. Why not reported? Told that it was being looked at by legal. Ms. Spletzer asked Ms. Stimpert for the Fire Board annual report. Ms. Stimpert stated that it will be provided when it gets scanned.
- c. Finance Director
 - i. He has been working with group that compiles the financial statements and they were submitted in draft, unaudited form to the auditors. He will

be scheduling an audit within the next 30 days. He observed that a substantial savings occurs in the Employee Health Care Fund at around \$300,000. Fewer full-time employees caused this savings to occur. He explained how the reserve for this fund served the Village well because actual costs were less and the burden on the budget was also less. There was a total savings of \$117,000 in the general fund. The economic health of the Village is much improved. Mr. Baryak spoke in support of Pam Priddy and her extensive work to change health care companies which saved much money for the Village. Mr. Housley stated that this pattern of savings will continue for this year due to a reduction in Village employees.

d. Law Director

- i. No report. Ms. Stimpert asked for a policy or law that requires password changes for government emails.

e. City Manager

- i. The Scott Street project did not qualify for a CBD grant which means the County will now use AARPA funds to cover the expenses for connection fees, etc.... An upcoming meeting will determine the details as the Village asks for nearly \$800,000 in support. A town hall meeting will be held for residents to let them know their costs and other details of the project. She stated that the forgiveness loan application needs to be addressed tonight so that it can meet the deadline. The Dunkin Donuts project is moving forward. The annexation meeting is this Friday. A pre-bid meeting for garbage companies was held and all concerns were addressed in the bid specifications. Mr. Bryan is currently reviewing those specifications to be released on March 3. Last night's town hall meeting was productive and appreciated. The workshop is to be held on March 9 from 10am-2pm. Mr. Baryak asked about the canoeing event. Ms. Priddy stated that the Trumbull Paddling Trail group wants to do a midnight canoe trip in June and she supports it at the new park. Ms. Stimpert asked for clarification regarding her email password status. She summarized all her actions to investigate and wondered why her email address/password was changed. Why did it take so long to get a resolution? She wants an explanation regarding what has happened. Ms. Priddy stated that Team Office emails were going to the police department. Mr. Bryan said he would investigate the issue and advise her.

Mr. Baryak spoke about the dam project by Veterans Park as a great example of the community working together. He hoped that the upcoming projects will bring pride, cooperation, and loyalty to the community.

Changes To Tonight's Agenda

A motion was made to add a Motion to the agenda to direct the city manager to investigate or review a different web hosting service as an alternative to Park Avenue Digital.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

No discussion.

Roll Call Vote: Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes

The motion passed 5-0. The Motion was added to New Business.

VII. Approval of Previous Minutes

Regular Meeting Minutes of February 15, 2023

Mayor Kline called for a Motion to approve the Regular Meeting Minutes of February 15, 2023.

Moved by: Ms. Spletzer

Seconded by: Mr. Fetterolf

No discussion.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes

The motion passed 5-0. The minutes were approved.

VIII. Public Hearings

ORDINANCE 2023-08

Sponsor: Councilperson Fetterolf

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 12 POINT CONSULTING, LLC TO PROVIDE TEMPORARY OPERATION SERVICES TO THE WATER DEPARTMENT ON AN AS NEEDED BASIS

Julie Lemon – 609 Ridge Road

She requested to see bids for this agreement.

ORDINANCE 2023-09

Sponsor: Councilperson Baryak

AN ORDINANCE ESTABLISHING SECTION 153.01 OF THE ADMINISTRATIVE CODE PERTAINING TO HOLIDAYS

Adam Zimmermann – 515 Lemae Avenue

He thanked Council for placing this item on the agenda. He reminded Council that a similar ordinance was previously brought forward in 2022 and not passed. He spoke in support of the ordinance.

IX. Unfinished Business

ORDINANCE 2023-08

Sponsor: Councilperson Fetterolf

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 12 POINT CONSULTING, LLC TO PROVIDE TEMPORARY OPERATION SERVICES TO THE WATER DEPARTMENT ON AN AS NEEDED BASIS

Mayor Kline called for a motion to pass the ordinance.

Moved by: Mr. Rufener

Seconded by: Ms. Spletzer

Mr. Rufener stated that this is a no participate, no pay contract. Money is only paid when they work after Mr. Hawkins retires. Ms. Stimpert stated that a current employee will be trained to replace Mr. Hawkins and this contract will not be needed at that point in time.

Roll Call Vote: Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes

The ordinance passed 5-0. Final Reading.

ORDINANCE 2023-09

Sponsor: Councilperson Baryak

AN ORDINANCE ESTABLISHING SECTION 153.01 OF THE ADMINISTRATIVE CODE PERTAINING TO HOLIDAYS

Mayor Kline called for a motion to pass the ordinance.

Moved by: Mr. Baryak

Seconded by: Ms. Spletzer

Mr. Baryak spoke in support of the ordinance. He stated that previous issues with

the Village budget caused him to feel that this kind of thing could be done at that time. Now, the general fund is healthier, and this should be done.
Roll Call Vote: Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes
The ordinance passed 5-0. Final Reading.

X. New Business

MOTION

Sponsor: Mayor Kline

A Motion to permit the Charter Review Commission to use Council Chambers for a public meeting on Tuesday, March 7, 2023, and a second date to be determined in late April or early May.

Mayor Kline called for a motion to pass the Motion.

Moved by: Ms. Stimpert

Seconded by: None

Mayor Kline spoke in support of the Motion so as to provide a larger space to allow people to come listen and be comfortable doing that. He asked for help setting up the next Charter Review Commission meeting.

RESOLUTION 04-2023

Sponsor: Councilperson Baryak

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RETAIN ATTORNEY GEORGE ANNOS OF REIGER, CARPENTER & DAUGHERTY TO HANDLE ANNEXATION PROCEEDINGS ON BEHALF OF THE VILLAGE RELATED TO PROPERTY NEAR THE INTERSECTION OF ST. RT. 5 AND ST. RT. 534

Mayor Kline called for a motion to pass the resolution.

Moved by: Mr. Baryak

Seconded by: Mr. Fetterolf

No discussion.

Roll Call Vote: Mr. Baryak-yes; : Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes

The resolution passed 5-0.

ORDINANCE 2023-10

Sponsor: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

Mayor Kline called for a motion to pass the ordinance.

Moved by: Mr. Baryak

Seconded by: Ms. Spletzer

Mr. Baryak spoke in support of the ordinance to allow for the application to be started on the forgiveness loan (total forgiveness) immediately. Ms. Spletzer added that page 1 of the Exhibit states that \$2.925 M will be forgiven.

Additionally, she pointed out that \$875,000 will be received via a grant and approximately \$800,000 will be paid by the County.

Roll Call Vote: Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes

The ordinance passed 5-0. First Reading.

ORDINANCE 2023-11

Sponsor: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SAWVEL AND ASSOCIATES, INC. FOR AN ELECRIC COST OF SERVICE RATE STUDY

Mayor Kline called for a motion to pass the ordinance.

Moved by: Mr. Baryak

Seconded by: Mr. Rufener

Mr. Rufener asked Ms. Priddy to explain the context of the agreement. She stated that the rate study is done every five years and it is now time to do it again. This ensures that costs are in line and the appropriate reserves are set. Retired loans will be considered in the study. Ms. Spletzer asked for clarification regarding the contract. Mrs. Priddy stated that no billings are being done on behalf of First Energy, the Village handles its own billing. Ms. Spletzer stated that the new monthly fees will be absorbed into the study and new rates will be recommended to allow those fees to be taken away. Mr. Baryak stated that loans and debt will be retired this year which should be applied favorably within the rate study.

Roll Call Vote: Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes

The ordinance passed 5-0. First Reading.

MOTION

A motion to direct the city manager to investigate or review a different web hosting service as an alternative to Park Avenue Digital.

Mayor Kline called for a motion to pass the motion.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

Mr. Fetterolf stated that contract has expired. Ms. Priddy stated that the Village is currently paying month-to-month and other alternatives are available. Mr.

Baryak spoke in support of the Motion. The mayor reminded Council that a 4/5 affirmative votes is required.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes

The motion passed 5-0.

XI. Public Comments

Tracy Hurst – 613 Ophelia

She spoke in support of the workshops. She urged Council to be more detailed about the content of the workshops when they are announced. She asked if weekend hours will be offered for those who work. She asked for Council to explain their no votes for use of Council Chambers.

Julie Lemon – 609 Ridge Road

She expressed disappointment in Council for not allowing commissions to use Council Chambers. She thanked Ms. Stimpert, Mayor Kline, and Mr. Rufener for their work. She spoke in support of Ms. Stimpert. She spoke against the content of financial statements and spoke in support of having a police department. She admonished Mr. Baryak and Ms. Spletzer for not representing their wards.

John Richards – 212 Albert Street

He thanked Ms. Stimpert for making the motion regarding meetings in the Council Chambers. He would have liked discussion about the topic. He spoke in support of the Revitalize or Die town hall meeting, citing excellent feedback.

Anna Eby – 50 W. 9th Street.

She thanked Council for not answering her questions tonight.

Adam Zimmermann – 415 Lemae Avenue

He spoke about several topics, including his disagreement with savings to the general fund occurring at the expense of the police department. He admonished Mr. Baryak for his treatment of Ms. Stimpert during her opening report and for not providing a complete report of his own. He alleged that Council was lied to regarding The Easter Egg Hunt. He spoke against Revitalize or Die citing exorbitant fees \$5000-\$10000 and stated that the Youngstown Area Chamber of Commerce is not recommending Newton Falls as a place for business investment.

Dave Hanson – 20 S. Canal Street

He read a prepared statement. He stated that he misspoke at the prior meeting. He offered an apology and clarified his comments. He stated that he meant no malice and admitted that he misused the word “convicted” when he should have used the word “indicted”.

Rick Kerlin – 611 N. Canal Street

He spoke about the savings on insurance and indicated that his belief that the finance directors statements were correct. Newton Falls carried a police department in 2021 and 2022. He spoke in support of the special Easter Egg Event by the Village and the Schools. NFHS and 14 businesses have contributed. He was excited that a version of the hunt will be held for first time ever for children with disabilities. He admonished the community for arguing about something extra for the children.

XII. Closing Remarks

- a. Ward 1 – Mr. Fetterolf – He stated that a man running for mayor spoke tonight and he urged the community to pay attention to how he speaks and presents himself.
- b. Ward 2 – Mr. Baryak - He spoke in support of having a police department and urged the community to vote for it. He spoke against the use of public comments section of the meeting to campaign for public office. He stated his agreement with Mr. Richards that any meetings be setup prior to the meeting start time.
- c. Ward 3 – Ms. Spletzer - no comments
- d. Ward 4 – Mr. Rufener - no comments
- e. Ward 5 – Ms. Stimpert - She provided the Fire District annual report to Clerk Acomb for distribution to Council.
- f. City Manager – Ms. Priddy - no comments
- g. Mayor Kline – Thank you for those in attendance. He spoke in support of the community coming together. He denied lying to Council about the Egg Hunt. He stated that an egg hunt hasn't been held for two years and a girl scout group doesn't exist. He is grateful that multiple events can be provided for kids. He expressed his value for all opinions. He stated his support for videotaping events and meetings.

XIII. Motion to Recess into Executive Session (If Necessary)

No motion.

XIV. Adjournment

Mayor Kline called for a Motion to adjourn the Regular Meeting.

Moved by: Mr. Baryak

Seconded by: Mr. Fetterolf

No discussion.

Roll Call Vote: Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes

The motion passed 5-0. The regular meeting was adjourned at 7:33 pm.

APPROVED:

Kenneth Kline, Mayor

ATTEST:

Michael Acomb, Council Clerk

TRUMBULL COUNTY E911

Report Dates from 02/01/2023 00:00:00 to 02/21/2023 23:59:59

Police

Nature Code	Description	Number
ABC	ABANDONED 911 CALL	2
AC	ANIMAL COMPLAINT	2
AD	ALARM DROP	9
AS	ASSAULT	1
ATV	ATV/DIRTYBIKE	1
BG	BURGLARY	1
C2P	CRASH PROPERTY DAMAGE	2
C4P	CRASH WITH REPORTED INJURIES	2
CKW	CHECK WELFARE	5
CPS	COURT PAPER SERVICE	2
CUS	CUSTODY PROBLEM	1
DAV	DISABLED VEHICLE	2
DIS	DISTURBANCE	5
DOM	DOMESTIC	1
DUM	DUMPING SOLIDS OR LIQUIDS	1
EADP	ALARM DROP MEDICAL	1
EBACKP	BACK PAINS	1
ECAP	CARDIAC ARREST	1
EDIZZP	DIZZINESS	1
EFALLP	FALL	3
EGIP	GENERAL ILLNESS	1
EMENTP	MENTAL	1
EMSP	EMERGENCY MEDICAL ASSISTANCE	3
ENVP	NAUSEA/VOMITING	1
ESEIZEP	SEIZURE	2
ESOBP	SHORTNESS OF BREATH	2
ESTROKEP	STROKE	1
ESUIP	SUICIDE	2
EUPP	EMS UNKNOWN PROBLEM/UNCLASSIFIED	11
FFADP	FIRE ALARM DROP	1
FSFP	STRUCTURE FIRE	2
FSVCP	SERVICE CALL	1
HAR	HARASSMENT	2
HS	HIT SKIP	1
INF	INFORMATION	2
INV	INVESTIGATION	1
ITX	INTOXICATED PERSON	2
JD	JUVENILE DELINQUENT OR UNRULY	1
LSP	LOST OR STOLEN PLATE	1
NEW	NEWTON TWP PATROL AREA	6
NP	NEIGHBOR PROBLEM	3
REPO	REPO	2
RP	RECOVERED PROPERTY	2
S19	RETURN PHONE CALL	13
SC	SPOT CHECK	1
SORN	SEXUAL OFFENDERS REGISTRATION NET	2
SPA	SUSPICIOUS ACTIVITY	3
SPP	SUSPICIOUS PERSON	2
SPV	SUSPICIOUS VEHICLE	2
STB	STANDBY	4
STK	STALKING	1
SX	SEX OFFENSE	1
THE	THEFT	3
TRA	TRANSPORT PERSON OR PRISONER	5
TRC	TRAFFIC REGULATION COMPLAINT	6

TRUMBULL COUNTY E911

Report Dates from 02/01/2023 00:00:00 to 02/21/2023 23:59:59

Police

Nature Code	Description	Number
TS	TRAFFIC STOP	12
UNK	UNKNOWN PROBLEM	5
UTI	UTILITY PROBLEMS OR COMPLAINTS	1
VA	VANDALISM	1
GRAND TOTAL:		157

PARK AVENUE
DIGITAL

Web Design & Marketing Agreement

OVERVIEW

Client desires a site redesign that will result in a top-tier website for a municipality in Ohio. Site will offer new features that inform residents, businesses, and visitors about the opportunities and services available in the City of Newton Falls. This includes the addition of a mobile friendly meeting calendar, annual events pages, GIS map integration, emergency notice banner, and new online forms to respond to constituent inquiries.

The website design will reflect the aesthetic of the community and pay homage to the history of the area while promoting civic events that residents and visitors enjoy. Site will include current and archived Council and Board meeting documents. Site will also incorporate video by utilizing content from NFTV.

THIS WEB DESIGN & MARKETING AGREEMENT (the "Agreement") is effective as of March 12, 2020 ("Effective Date") and is made and entered into by and between the contract end date April 15, 2021, with service provider PARK AVENUE DIGITAL (hereinafter called "Company"), and CITY OF NEWTON FALLS hereinafter called "Client"). Company and Client are sometimes referred to individually as a "Party" or collectively as the "Parties."

WHEREAS Company provides Web Design services for new web sites or, for existing sites, to improve their presence on the world wide web. Company may also perform such work through Pay Per Click (PPC) Management, Marketing Support, Search Engine and Local Directory Placement, and Ad Network Management, Analytics and other methods (hereinafter collectively referred to as "Services" as more specifically set forth in Appendix A); and

WHEREAS Client owns, or otherwise has the rights to, the internet web site located at ci.newtonfalls.oh.us (the "Site") and is interested in utilizing the Services of Company;

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company agrees to provide the Services set forth in this Agreement, and Client agrees to pay for such Services, all in accordance with the following terms and conditions:

Article 1 TERM

This Agreement is effective upon the Effective Date and shall terminate upon the completion of the Services.

Article 2 SCOPE OF WORK

2.1 Company will perform the Services set forth in Appendix A. Company is and will perform the Services as an independent contractor for Client. Nothing in this Agreement shall be construed so as to render Company an employee, agent, representative, joint venturer or partner of Client. Neither Party shall enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the other Party. Company and Client shall each maintain sole and exclusive control over its respective personnel and operation.

2.2 At Client request in writing, Company may perform Services beyond scope set forth in Appendix A. Billing rate: \$72/hour.

2.3 All Services provided under this Agreement shall be performed in a professional manner consistent with industry standards. However, Company does not make any guarantee as to the results of Company's Services.

2.4 Other than expressly provided herein, Company makes no other warranty with respect to the Services to be performed under this agreement whether express, implied, statutory or otherwise, including without limitation the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. All such warranties are hereby expressly disclaimed.

Some states and jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to client. The foregoing provision shall be enforceable to the maximum extent permitted by applicable law.

Article 3 PAYMENT

3.1 Payment for Services: For the Services set forth in Appendix A, Client shall pay the following fees:

Client shall pay Company the fixed rate of \$5000 for project. Deposit payment for half the project cost upon signed contract. Balance invoiced on Site launch. For the Site Maintenance Services set forth in Appendix B, Client shall pay fee of \$300/month.

3.2 Travel and Related Expenses: If any Services are to be provided at Client's facilities, then Client shall, in advance of the Services being performed, pay reasonable expenses for accommodations, travel, and such other costs as are incurred by Company in connection with the provision of such Services. Company

shall estimate the amount of reasonable expenses in advance of providing such Services and Client shall pay to Company, within thirty (30) days of receipt thereof, the amount of such estimate. Within thirty (30) days after the Services have been provided, the actual expenses shall be calculated and Client shall pay to Company any additional amount of actual expenses above the previously paid estimated amount, or Company shall reimburse Client for any overpayment.

3.3 Unless otherwise provided in this Agreement, all payments under this Agreement shall be noncancelable and nonrefundable obligations. Payment not received on the terms set forth above in Articles 3.1 and 3.2 shall immediately be considered past due and accrue interest at the greater of 1 ½% per month or the highest interest rate allowed by law. All payments made to Company under this Agreement are exclusive of, and Client shall pay and hold Company harmless from, any local, state, federal or foreign sales, use, value-added, excise, customs, export, import or similar taxes or duties that may be imposed by any jurisdiction (other than taxes on the net income of Company).

3.4 Client shall pay and satisfy the fees set out in this Article 3 by payment to, or to the order of, Company, by credit card.

Article 4 CLIENT OBLIGATIONS

4.1 Client agrees that, in order for Company to fully perform the Services, Client must cooperate with Company and provide access and information as deemed necessary by Company. The failure of Client to cooperate and provide access and information could have a direct result in the success of Company's efforts to complete Site, increase Site exposure on the internet and increase Client's audience base. Client must provide access and information including, but not limited to, the following:

(a) Client shall provide Company access to the Site including current passwords and user IDs needed to gain remote access to the Site files, Hosting, DNS, or third-party service as deemed necessary by Company. Company shall keep the passwords and user IDs in confidence and use them solely for the purpose of performing Services.

(b) Client shall provide an email address of a technician who, when needed, can upload requested changes on a timely basis. Company cannot be held responsible for delays once the technician has been notified of an upload request. A copy of the request will be sent to Client.

(c) Client shall provide access to raw log files or existing statistical reporting to facilitate web site traffic reporting.

(d) If Company, in its sole discretion, determines that the Site is sparse in textual or image content, Client will provide additional relevant content in electronic format acceptable to Company for the purpose of creating additional web pages or supplementing the content of existing ones as directed by Company in its sole discretion. If this content is not or cannot be provided, the ability of Company to produce brand building site design may be compromised. Client further agrees to allow Company to modify keyword density, positioning and other Company related aspects of the content without restriction.

4.2 Client acknowledges that Company does not profess expertise in Client's area of business. Client is responsible for, and holds Company blameless for, the content, trademarks and all other aspects of the Site.

4.3 Client authorizes Company's use of all Client logos, trademarks, web site images, and all other property of Client (tangible or intangible) for use in creating and using web resources including, but not limited to, web pages, and any other uses deemed necessary by Company.

Article 5 INDEMNIFICATION

5.1 Client represents and warrants to Company that Client is the legal owner of the Site or has all rights necessary to allow Company to perform the Services. Client acknowledges that Client is solely responsible for the content of the Site and Client represents and warrants that they own all materials of any kind provided to Company for use under this Agreement or otherwise posted on the Site and that Client has full right, title and interest to access and modify (and allow Company to access and modify) the Site and materials. Client represents and warrants that the Site and any materials provided to Company shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any intellectual property rights of any person.

5.2 Client shall defend, indemnify and hold harmless, Company, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs, including but not limited to reasonable attorney's fees and expenses, arising out of any and all claims arising out of or related to the Services performed or to be performed under this Agreement including, but not limited to, claims that Company's use of the Site or materials provided by Client infringes upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property right.

Article 6 LIMITATION OF LIABILITY

Company will not be liable to client for any special, indirect, incidental, or consequential damages whatsoever whether in contract, tort or strict liability including, but not limited to loss of revenue or anticipated profits, or claims from customers, resulting from company's performance or nonperformance of its obligations under this agreement, or in the event of suspension of the services or termination of its obligations under this agreement. Company's aggregate liability to client under this agreement for any and all claims shall not exceed the total of the fees actually received by Company from Client under this agreement.

Article 7 INTELLECTUAL PROPERTY

Right and title to all ideas, trade secrets, business processes, inventions, discoveries, and other intellectual property used or developed by Company in the performance of the Services shall remain with Company. Client agrees to keep confidential any ideas, trade secrets, business processes and other intellectual property utilized by Company under this Agreement.

Article 8 GENERAL

8.1 Severability: If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall subsist and continue in full force and effect.

8.2 Assignment: Neither this Agreement nor any interest under it shall be assigned without the prior written consent of Company.

8.3 Governing Law: This Agreement shall be interpreted, governed and construed under the laws of the State of Ohio, United States of America.

8.4 Disputes, Arbitration and Jurisdiction: Any unresolved disputes shall be referred to Company's President, or a designee, and the owner or an officer of Client for resolution. Pending resolution, Company shall continue to perform the Services, and Client shall continue to make payment for the undisputed items. If no resolution can be reached, the dispute shall be submitted, at Company's sole discretion, to either 1) small claims court or 2) arbitration. Should Company choose to settle a dispute arising out of or in connection with this Agreement to arbitration, then the dispute shall be finally settled under the applicable rules of arbitration by one or more arbitrators appointed in accordance with said rules. The arbitration authority shall be selected by Company with the arbitration to be held in the County of Mahoning, State of Ohio in the United States of America as chosen by Company. Client hereby unconditionally submits to such jurisdiction and waives any rights Client may have to dispute such jurisdiction. The arbitration award shall be final and binding on both Parties.

8.5 Waivers: Any waiver by either Party of any violation of, breach of or default under any provision of the Agreement by the other Party shall not be effective unless stated specifically in writing and shall not be construed as, or constitute, a continuing waiver of such provisions, or waiver of any other violation of, breach of or default under any other provision of the Agreement.

8.6 Section Headings: Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

8.7 Notices: Any legal notice pertaining to this Agreement shall be in writing and sent by email, personal delivery, facsimile, or registered or certified mail, postage prepaid, to Company or to Client, as appropriate, at their respective addresses appearing below:

In the case of COMPANY:

E-mail: eric@parkavenuedigital.com

Attention: Eric Holm

Address: 392 Crandall Ave, Youngstown, OH 44504

In the case of CLIENT:

Email: davidmlynchmf@gmail.com

Attention: David Lynch

Address: 19 North Canal Street, Newton Falls, OH 44444

Any notice delivered by mail shall be deemed given when received. The date of receipt of any notice by facsimile shall be the date upon which the transmitter of the facsimile receives confirmation of the facsimile transmission.

8.8 Survival: Notwithstanding completion or termination of the Services, the Agreement or any portion thereof, the Parties shall continue to be bound by those provisions of the Agreement which by their nature survive such completion or termination including, but not limited to, Articles 3, 5, 6 and 7.

8.9 Uncontrollable Forces: Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, such as strike, flood, fire,

lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, or earthquake. Uncontrollable forces also shall include the actions of search engines, directories and related parties. The delay or failure in performance excused by this Article shall only be excused for so long as the causes of such excusable delay or failure subsist. The Parties shall resume the performance of their respective obligations upon cessation of the cause of such excusable delay or failure.

8.10 Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.11 Successors: This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.

8.12 Entire Agreement: This Agreement contains the entire agreement and understanding between the parties and merges and supersedes all prior representations and discussions pertaining to this Agreement. Any changes, exceptions, or different terms and conditions proposed by either Party are hereby rejected unless expressly incorporated in this Agreement in writing and signed by both parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the day and year first written below.

<u>Eric Holm</u>	Eric Holm	03/12/2020
Signer ID: JMNETFRG41...		

Company Signature	Print Name	Date Signed
-------------------	------------	-------------

<u>David Lynch</u>	David Lynch	03/16/2020
Signer ID: ZPJADNMKRT1...		

Client Signature	Print Name	Date Signed
------------------	------------	-------------

Appendix A SCOPE OF WORK

Assumptions

The Parties acknowledge and agree that the project cost, the delivery schedule and scope are expressly conditioned upon the following assumptions:

- Client will provide a single point of contact for all feedback and signoff.
- Project Management and milestone communications shall take place on Basecamp.com (project management tool). Responses via email are routed into Basecamp to provide record of correspondence.
- All feedback and signoff will be delivered via email within 48 hours of deliverable. After 48 hours, Company will notify Client of on the deadline, and extend grace period of 24 hours. Delays in feedback or signoff past this grace period will incur a change order.
- Client shall be responsible for providing all site content such as images, video, and copy.
- Client will deliver any assets required (i.e. logos).
- Company shall only be obligated to perform the services Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., exclusive of holidays, unless the Parties mutually agree otherwise in writing.

Homepage	Police	Events
City Clerk	Fire	Meetings & Events Calendar
Finance	Electric	Submit an Event
Mayor, Council, Legislation	Online Payments**	Bike & Car Show
Economic Development	Utility Billing	Fourth of July
	Water Utility Services	Chili Cookoff
Civil Service	Wastewater Treatment	Tree Lighting
Parks & Recreation	Streets and Maintenance	
Planning & Zoning*	Law	Department Directory
Board & Commission Meetings	Income Tax	

* Integrate GIS Maps into Site

**Link to Third Party Payment System (not E-commerce within Site)

Deliverables & Schedule

Week 1

Provide Client access to project management tool
Submit homepage design draft and secondary page design for Client review
Provide creative direction for 30 second homepage background video (no audio) to videographer

Week 2

Refine homepage design based on Client review
Build out meeting and event calendar
Complete half of content pages

Week 3

Complete remaining content pages
Test contact form
Test Site mobile responsiveness
Conduct Pre-Launch Site Review with Client

Week 4

Perform changes outlined by Client during Site Review
Set Up Web Analytics
Launch New Site

Appendix B MAINTENANCE

Includes:

Maintain current version of WordPress website files

Update plugins and resolve conflicts

Daily site backups

Security Scan

Website Analytics Tracking and Reporting

Interpreting Website Analytics and Suggesting SEO Changes to Site

Content updates completed within one business day*

Up to 8 hours of content updates and development

After hours/weekend contacts provided for emergency updates

*If update requires additional time, Client will be notified in writing

Signature Certificate

Folder Ref: 9d7ace23445b82de34fd792a99aff9a904e1efa7



Author: Eric Holm

Creation Date: 12 Mar 2020, 11:22:04, PDT

Completion Date: 16 Mar 2020, 08:34:35, PDT

Document Details:



Name: Web Design Agreement Newton Falls 03122020

Type:

Document Ref: 647a630696a6712d09dcb2d3d518ebeac5f62790975925a9ee0757285444699d

Document 9
Total Pages:

Document Signed By:

Name: Eric Holm
Email: eric@parkavenuedigital.com
IP: 2605:a000:1239:9cd:1d24:9b6d:506a:f890
Date: 12 Mar 2020, 12:30:02, PDT

Eric Holm
Signer ID: JMNETFRG41...

Name: David Lynch
Email: davidmlynchnf@gmail.com
IP: 173.88.189.111
Date: 16 Mar 2020, 08:34:35, PDT

David Lynch
Signer ID: ZPJADNMKR1...

Document History:

Folder Created	Eric Holm created this folder on 12 Mar 2020, 11:22:04, PDT
Invitation Sent	Invitation sent to Eric Holm on 12 Mar 2020, 12:27:13, PDT
Invitation Sent	Invitation sent to David Lynch on 12 Mar 2020, 12:27:13, PDT
Invitation Accepted	Invitation accepted by Eric Holm on 12 Mar 2020, 12:27:13, PDT
Signed By Eric Holm	Eric Holm signed this folder on 12 Mar 2020, 12:30:02, PDT
Invitation Accepted	Invitation accepted by David Lynch on 16 Mar 2020, 08:29:51, PDT
Signed By David Lynch	David Lynch signed this folder on 16 Mar 2020, 08:34:35, PDT
Executed	Document(s) successfully executed on 16 Mar 2020, 08:34:35, PDT

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-10
SPONSOR: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

WHEREAS, the Village of Newton Falls seeks to upgrade its existing wastewater facilities in connection with the Scott Street Phase 2 Sanitary Sewer Improvement Project; and

WHEREAS, the Village of Newton Falls intends to apply for a Water Pollution Control Loan Fund (WPCLF) loan for the planning, design, and/or construction of the wastewater facilities in connection with that project; and

WHEREAS, the above project is eligible for consideration for full forgiveness of the loan, and the Village intends to apply for full forgiveness of the loan; and

WHEREAS, the Ohio Water Pollution Control Fund (WPCLF) requires the Village to adopt legislation authorizing an application for the loan, execution of a loan agreement, and designating a dedicated repayment source.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Village of Newton Falls Council hereby and herein authorizes the City Manager to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) loan agreement with the Ohio Environmental Protection Agency and/or the Ohio Water Development Authority for planning, design, and/or construction of wastewater facilities on behalf of the Village of Newton Falls, Ohio in connection with the Scott Street Phase 2 Sanitary Sewer Improvement Project, as set forth in the documents attached hereto or documents substantially similar thereto.

SECTION 2. That the dedicated source of repayment will be the Village Sewer Fund.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

ORDINANCE NO.: 2023-10
PAGE TWO

SECTION 4. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director



Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- ☒ Wastewater Water Pollution Control Loan Fund (WPCLF)
☐ Drinking Water Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Village of Newton Falls
Borrower's Population: 4,557 County: Trumbull DUNS#: _____
Borrower's American Community Survey (ACS) Median Household Income: \$ 47,241.00 Date of Application: _____

3.0 Project Name and Description

Project Name: Scott Street Phase 2 Sanitary Sewer Improvement Project

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

This project provides sanitary sewer for a presently unsewered area in Newton Township, Trumbull County, Ohio. Trumbull County is presently subject to a Consent Decree to provide sewer for this area. The Village of Newton Falls has chosen to oversee completion of this project because the failing septic systems in the area are contaminating the Village water supply. Please See Attached Facilities Plan for more a more detailed description.

**** Will land and/or easement acquisitions be required for this project?**

- ☐ Yes, please indicate acquisition commencement date(s). _____
☒ No additional land and/or easements are needed for the project.

* **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion **MUST** be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: \$2,925,000.00 *This field autofills from Tab 4*
An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.
Estimated Loan Award Date: 7/1/2023

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- ☐ Facility Sludge Upgrade
☐ Septage Facilities
☐ Water Resource Restoration Sponsor Program (WRRSP)
☒ Other: (Specify) Project has been approved for 100% principal forgiveness

Water Discounts:

- ☐ Auxiliary Power Program *Construction projects are eligible to receive 50 percent of the auxiliary power cost up to \$10,000 in principal forgiveness.*
☐ Other: (Specify) _____

**** Please select only ONE loan type****

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

- ☐ Planning Loan *Planning loans have a maximum 5-year term.*
First Payment Date: _____

- ☐ Design Loan *Design loans have a maximum 5-year term.*

(Previous incurred project costs for Planning may be included in the design loan.)

First Payment Date: _____

- ☒ Construction Loan *Minimum 5-year term. Maximum 30-year term.*

(Previous incurred project costs for Planning & Design may be included in the construction loan.)

Requested Term: 5 Years

First Payment Date: 7/30/2025

- ☐ Supplemental Loan

Loan Number: _____

**** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.**

5.0 Contact Information**Authorized Representative to Execute Contracts**

Name	Pamela S. Priddy	Title	City Manager
Address	612 West Broad Street		
City	Newton Falls	,Ohio	Zip 44444
Telephone	330-872-0806	Cell	
Email	citymanagager@newtonfallsoh.gov		

Address to Mail Loan Agreement (If different than Authorized Representative)

Name		Title	
Address			
City		,Ohio	Zip
Telephone		Cell	
Email			

Billing Notices

Name		Title	
Address			
City		,Ohio	Zip
Telephone		Cell	
Email			

Disbursements - Borrower's representative to contact regarding disbursement

Name	Sean Housley	Title	Finance Director
Address	612 West Broad Street		
City	Newton Falls	,Ohio	Zip 44444
Telephone	330-872-0806 ext 3	Cell	
Email	financedirector@newtonfallsoh.gov		

Borrower's Wiring Information - Wires to the borrower should be sent to:**BANK WIRING****CHECK MAILING**

Bank Name		Address	
Address			
City, State, Zip		City, State, Zip	
Federal Wire ABA			
Account #			

Consulting Engineer

Name	Paul Kurtz, P.E.	Title	Engineer
Firm	Thomas Fok and Associates, Inc.		
Address	278 Monroe Street NW		
City	Warren	State, Zip	44483
Telephone	330-394-7624	Cell	330-442-6184
Email			

6.0 Project Schedules for Planning, Design & Construction

PLANNING SCHEDULE

1. Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to task 3)
2. Sign loan documents and return to DEFA (no later than 15 days prior to task 3)
3. We request a Planning Loan by (indicate the 1st of the Month in which Loan is requested)
(Loan awards can be scheduled for January through October and December – no November scheduled awards)
4. Project Completion Date (The date funded planning activities will be completed and submitted to Ohio EPA)
5. Initial Payment due to Ohio EPA program (January 1 or July 1 - within one year after the Project Completion)

DESIGN SCHEDULE

1. Submit approvable Facilities Planning Information, including complete I/I Analysis (generally 120 days prior to task 4)
2. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to task 4)
3. Sign loan documents and return to DEFA (no later than 15 days prior to task 4)
4. We request a Design Loan by (1st of Month in which Loan is Awarded)
5. Project Completion Date (The date funded design will be completed and submitted to Ohio EPA)
6. Initial Payment due to Ohio EPA program (January 1 or July 1 - within one year after Project Completion)

CONSTRUCTION SCHEDULE

1. Submit approvable Facilities Planning information, including complete I/I Analysis (generally 200 days prior to task 9)	done
2. Submit complete Permit-to-Install application (if applicable) , including application, review fee, detail plans, contract documents, and specifications (170 days prior to task 9)	PTI approved 9/1/2022
3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to task 9)	2/1/2023
4. Submit Site Title Opinion Letter signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B)	5/2/2023
5. Advertise for construction bids (no later than 60 days prior to task 9)	5/2/2023
6. Open construction bids (no later than 30 days prior to task 9) <u>Be sure to allow for a minimum of 60 days to award contracts</u>	6/1/2023
7. Submit bid information to DEFA (no later than 21 days prior to task 9)	6/10/2023
8. Sign loan documents and return to DEFA (no later than 7 days prior to task 9)	6/24/2023
9. We request a Construction Loan by (1st of Month in which Loan is Awarded)	7/1/2023
10. Estimated Initiation of Operation date (The date funded facilities will be in full operation as planned and designed)	6/30/2024
11. Estimated Initial payment due to the Ohio EPA loan program (January 1 or July 1 - within one year after the Initiation of Operation)	7/30/2025

7.0 Estimated Cost Data

Select Funding Sources From Dropdown Box Below					
Estimated Costs	OTHER	OPWC		OEPA / WPCLF	Total Project Cost
Technical Services					
Administration		\$5,550.00		\$18,550.00	\$24,100.00
Engineering Services	\$45,000.00	\$57,650.00		\$192,850.00	\$295,500.00
Planning					
Design					
Force Account					
Planning Loan Pay-off					
Design Loan Pay-off					
Construction					
<i>(Please enter number of anticipated contractors below)</i>					
Contract "A"	\$630,000.00	\$811,800.00		\$2,713,600.00	\$4,155,400.00
Contract "B"					
Contract "C"					
Equipment					
Other Costs					
Contingency					
Subtotal	\$675,000.00	\$875,000.00		\$2,925,000.00	\$4,475,000.00
Application Fee	<i>There is a 0.35% OWDA fee on WPLCF loans and a 1.35% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both program have a minimum fee of \$400. Please see application instructions for more information.</i>				\$10,238.00
Total Estimated Costs	\$675,000.00	\$875,000.00		\$2,925,000.00	\$4,485,238.00

For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project. The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

*Ohio EPA Planning Loan #	N/A	Planning Loan Payoff Amount	
*Ohio EPA Design Loan #	N/A	Design Loan Payoff Amount	
**OWDA Planning Loan #	N/A	Planning Loan Payoff Amount	

8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower. ☐

Pay contractors directly

9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. (Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- ☐ User Charges
- ☐ Assessments - Provide authorizing legislation
- ☐ General Taxes
- ☐ Other: Indicate source _____
- ☐ Other: Indicate source _____

10.0 Revenue Analysis

Current Revenues (Last Audit Year):

YEAR: _____

User Classes	Total Revenue	Total Number of Users	Annual Revenue Per User
Residential			
Commercial			
Industry / Gov.			
Other			
TOTAL			

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate

Projected Revenues for first year following project completion

YEAR: _____

User Classes	Projected Total Revenue	Projected Total Number of Users	Projected Annual Revenue Per User
Residential			
Commercial			
Industry / Gov.			
Other			
TOTAL			

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate

Ten Largest Users

Customer	% of Revenue

11.0 Revenue Analysis Continued**3-Year Revenue Allocation**

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from TAB 5	-2	-1	
Revenue			
Expenditures			
Operating Expenses			
Debt Service Payments			
Other:			
Total Expenditures			
Surplus or Loss			

Outstanding System Debt (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Final Payment Date
Ohio EPA Loans			
OWDA			
OPWC			
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other			
TOTAL			

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

12.0 Borrowers Credit Rating (If applicable)

	Moody's	S&P
General Obligation		
Water and Sewer Revenues		

13.0 Rate Schedule

Indicate the year of the last rate increase: _____

What was the % of the last rate increase? _____

Please describe the planned rate increases for the next 2 years:

14.0 Capital Improvement Plan

Brief Description of Major Projects:

Ten Year Capital Improvement Plan:

Years	Enter Year	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
\$ in 000's										

15.0 Projection of Revenues and Expenses of the System

Borrower: Village of Newton Falls

Project Name: Scott Street Phase 2 Sanitary Sewer Improvement Project

Year	Revenues to System Only	Operations, Maintenance & Replacement (O, M & R) Expenses	DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.)	NEW Ohio EPA Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
The first Year and Current User Revenues autofill from Section 10.0 on Tab 5. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6.				***Indicate previous year carryover surplus in the yellow Cumulative Surplus box***			
1				N/A			
2				N/A			
3				N/A			
4				N/A			
5				N/A			
6							
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8							
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40							

Preparer Signature: _____

Date: _____

Authorized Representative Signature: _____

Date: _____

NOTES:

16.0 Equipment & Replacement Schedule

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

**** An example of an Equipment & Material Replacement would be:**

Equipment / Parts	Funding Accts.		# of Items	Date Purchased	Useful Life	Original Cost	Est. Repl. Cost	Est. Repl. Yr.
	Capital Improve.	O, M & R						
Clarifier		X	2	2008	15	\$80,000.00	\$85,000.00	2023
Pumps		X	10	2007	10	\$30,000.00	\$33,000.00	2017
Replacement Pipe	X		200	1999	30+	\$100,000.00	\$110,000.00	2019

[illegible]



EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Pamela S. Priddy, City Manager

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

**OHIO WATER POLLUTION CONTROL LOAN FUND
COMPLIANCE CERTIFICATION**

BORROWER Village of Newton Falls

PROJECT NAME Scott Street Phase 2 Sanitary Sewer Improvement Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

- 1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
- 2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
- 3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
- 4 Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
- 5 Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11246 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
 - D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
 - F. State Executive Order 90-68 relating to construction impacts on wetland areas.
 - G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
- 6 Will, when disbursements exceed \$750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.
- 7 Will comply with Federal Water Pollution Control Act 602(b)(14) pertaining to the procurement of A/E services.
- 8 Will comply with Federal Water Pollution Control Act 603(d)(1)(E) pertaining to the development of a Fiscal Sustainability Plan.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date



Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

**OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
COMPLIANCE CERTIFICATION**

BORROWER Village of Newton Falls

PROJECT NAME Scott Street Phase 2 Sanitary Sewer Improvement Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WSRLA assistance. I also certify that the Borrower:

- 1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
- 2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
- 3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
- 4 Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
- 5 Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11246 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
 - D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
 - F. State Executive Order 90-68 relating to construction impacts on wetland areas.
 - G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
- 6 Will, when disbursements exceed \$750,000 in any year under this agreement, comply with:

The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

I certify that I have read and understand these requirements and agree that WSRLA assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date

17.0 Application Check List

- ☒ Facilities Plan
- ☐ A copy of Legislation authorizing current rates/tap in fees
- ☐ A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)
- ☐ Planning & Design Loan Only: Draft or Executed Copy of Engineering Agreement
- ☒ Construction Loan Only: Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.
Detailed estimate for Equipment and Force Account
Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.
- ☐ If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- ☐ Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)
* Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
- ☐ Intermunicipal Service Agreement (if applicable)
- ☐ Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

- ☐ General Certificate (Example: see ATTACHMENT C)
- ☐ Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title) : _____

Signature: _____

Date: _____ Telephone Number: _____

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative Pamela S. Priddy

Title City Manager

Signature: _____ Date: _____

Resolution No. _____ (EXAMPLE)

A RESOLUTION AUTHORIZING _____ TO APPLY FOR, ACCEPT, AND ENTER INTO A **WATER POLLUTION CONTROL LOAN FUND (WPCLF)** or **WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)** AGREEMENT ON BEHALF OF THE **CITY/COUNTY/VILLAGE/DISTRICT** OF _____ FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF **WASTEWATER or WATER** FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

Whereas, the **City/County/Village/District** of _____ seek to upgrade its existing wastewater facilities; and

Whereas, the **City/County/Village/District** of _____ intends to apply for **Water Pollution Control Loan Fund (WPCLF)** or **Water Supply Revolving Loan Account (WSRLA)** for the planning, design and or construction of the **wastewater or water** facilities; and

Whereas, the Ohio **Water Pollution Control Loan Fund (WPCLF)** or **Water Supply Revolving Loan Account (WSRLA)** requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Council of the **City/County/Village/District** of _____, Ohio:

SECTION 1. That _____ be and is hereby authorized to apply for a **WPCLF or WSRLA** loan, sign all documents for and enter into a **Water Pollution Control Loan Fund (WPCLF)** or **Water Supply Revolving Loan Account (WSRLA)** with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of **wastewater or water** facilities on behalf of the **City/County/Village/District** of _____, Ohio.

SECTION 2. That the dedicated source of repayment will be _____.

SECTION 3. That is resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas ____ Nays ____

Approved: _____

Attest: _____
Clerk

President of Council or Board of Commissioners

Mayor

Offered by: _____

Seconded by: _____

NOTE: MODIFY THIS FORM AS NEEDED TO REFLECT YOUR COMMUNITY.

[FORWARD THIS SIGNED LETTER TO DEFA PROJECT COORDINATOR]

Date

[DEFA Project Coordinator's Name]

Division of Environmental and Financial Assistance

Ohio Environmental Protection Agency

P. O. Box 1049

Columbus, Ohio 43216-1049

RE: **[Project name]**
 [Borrower's name]

Dear **[Mr. or Ms]:**

I am the _____ for the _____ of _____(Borrower). The purpose of this letter is to provide a site title opinion that demonstrates the Borrower has sufficient legal vested interest in all real property to ensure such construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life. **[The opinion must apply to all contracts.]**

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

Closing

GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO ENVIRONMENTAL PROTECTION AGENCY
AND OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the [insert name of officer responsible for records— example: Clerk of Council] of the [insert subdivision name — example: County of Orange], Ohio (the "Local Government"), hereby certifies that:

- I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	_____	_____
Chief Fiscal Officer:	_____	_____
Chief Legal Officer:	_____	_____
Officer Responsible for Records:	_____	_____
Legislators:	_____	

- II. The regular meetings of [insert name of legislative body] (the "Legislative Body") of the Borrower are held on [insert meeting date]. [If applicable, add the following: The Loan Legislation (as defined below) was approved at a special meeting of the Legislative Body held on [insert date of special meeting].]

- III. Attached hereto is (a) a true and exact copy of [Resolution or Ordinance] No. [] (the "Loan Legislation"), approved by the Legislative Body on [insert date of enactment of Loan Legislation], authorizing the Borrower to enter into a *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the "*Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)*"), including a description of the Project Facilities being financed under the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement, and (b) a copy of the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.

- IV. Attached hereto is a true and exact copy of [Resolution or Ordinance] No. [] (the "Rate Legislation"), approved by the Legislative Body on [insert date of enactment of Rate Legislation], authorizing the current rates or tap-in fees of the utility of the Local Government to which the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the *Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA)* Agreement.

- V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

[Signature of officer responsible for records]
[Title]

(Date)

(LEGAL LETTER EXAMPLE)

Date

Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Executive Director:

The undersigned is the duly appointed and serving Director of Law/Solicitor for the _____ and as such has examined the documents, or copies thereof certified to his/her satisfaction, referred to in the following paragraphs. As said Director of Law/Solicitor, the undersigned advises you that:

1. Ordinance No. _____ passed/adopted on _____ by the Council of the _____ (the "Borrower") authorizing the execution and delivery of the Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) was (were) duly and lawfully passed/adopted by the Legislative Authority on said date(s), is (are) in full force and effect and has (have) not been withdrawn or repealed as of this date.
2. All formal actions of the Borrower concerning or relating to the enactment of the legislation described in paragraph 1 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.
3. The Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the Legislative Authority enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor's rights.

Very truly yours,

Director of Law/Solicitor

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-11
SPONSOR: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SAWVEL AND ASSOCIATES, INC. FOR AN ELECTRIC COST OF SERVICE RATE STUDY

WHEREAS, in March of 2017, the Village entered into a professional services agreement with Sawvel and Associates, Inc. to provide various cost of service analyses for the Village, including a five year electric cost of service and capital improvement plan analysis; and

WHEREAS, the scope of that study has expired, and a new five year electric cost of service and capital improvement study is now needed.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein authorizes the City Manager to enter into the attached Professional Services Electric Cost of Service and Rate Study Agreement, or an agreement substantially similar thereto, with Sawvel and Associates, Inc. for an amount not to exceed \$29,175.

SECTION 2. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

Service Exhibit 6
To the Professional Consulting Services Agreement
Effective March 15, 2017, between
Village of Newton Falls, Ohio (Village)
and
Sawvel and Associates, Inc. (Sawvel)

Scope of Services Description
Electric Cost of Service and Rate Study (Study)

PURPOSE:

The purpose of the Study is to:

- Develop a cost of service analysis that fairly and equitably allocates the cost of owning, operating and maintaining the electric system to each customer rate class and to compare the cost of service results to existing rate schedules.
- Review and design new rates using the existing rate structures.
- Include the Village's current capital improvements plan.

APPROACH:

We will request and review required information, including financial and technical data, billing information, rate schedules and other information relating to electric system expenses. We will use this information to prepare projected revenue requirements for 2023 to 2027. Test year revenue requirements will be established for 2024 and used in the cost of service analysis.

After the Village approves the test year revenue requirements, a cost of service analysis will be prepared. The results of the cost of service analysis will be presented to the Village. After the Village reviews and approves the cost of service analysis results, electric rates will be designed. The cost of service analysis results will be used as a benchmark when preparing proposed rates. Recommended rates and rate adjustments will be provided to the Village for review. This review will include comparing proposed rates to existing rates and to the rates of a neighboring electric utility.

A draft Cost of Service and Rate Study report will be prepared and provided to the Village. After the Village reviews and approves the draft report, the report will be finalized and copies will be delivered to the Village.

SCOPE OF WORK:

Based on the above approach, Sawvel will complete the following tasks:

Task 1 – Collect Data and Information

Customer, billing and financial information will be requested. The estimated compensation for this assignment anticipates receiving information in electronic Excel format.

Task 2 – Project Revenue and Revenue Requirements

Revenue requirements are costs associated with the operation, maintenance, capital improvements, transfers and/or deposits of electric utility monies to other funds and debt service less non-operating revenues. Revenue requirements will be projected for the five-year period 2023 through 2027. Revenue requirements will be developed to include appropriate margins and Village provided target fund balances.

Revenue requirements include the following cost categories:

- Power Supply
- Transmission
- Distribution
- Customer Accounting
- Customer Service
- Operation and Maintenance
- Administrative and General Expenses, Taxes and Payments in Lieu of Taxes
- Funds to Support Annual Capital Expenditures
- General Fund and Other Fund Transfers
- Debt Service Requirements (Village Provided)
- Operating Margin
- Maintain Target Fund Balances (Village Provided)

- Maintain Minimum Fund Balances (Sawvel Prepared)

Task 3 – Prepare Revenue Requirements Status Update

A status update of projected 2023 through 2027 revenue requirements will be prepared and provided to the Village. The summary will include an electric load forecast, power supply costs and revenue requirements. Revenue from existing rates will be projected to assess the adequacy of revenues generated by existing rates. We will communicate with Village personnel by conference call to review projected revenue requirements.

Task 4 – Prepare Cost of Service Analysis

After the Village approves projected revenue requirements, a cost of service analysis will be prepared. The cost of service analysis assesses the level of revenue recovery required from each customer rate class. Cost of service is not the only factor to be considered when developing new rates. However, cost of service rate levels provide an important measure of revenue that may be needed to ensure equitable recovery of costs from each rate class.

We will prepare the cost of service analysis based on traditional cost of service methods for municipal utility systems. The Cost of service analysis subtasks include the following:

- **Functionalization** - This separates the rate base and expenses into functions such as production, transmission, distribution and customer-related. Functionalization is important because it provides data needed to identify investment and costs to be applied to each class of service.
- **Classification of Costs** - As a basis for the allocation to individual rate classes, we will classify test year costs as: 1) demand; 2) energy; 3) customer and 4) direct costs.
- **Development of Allocation Factors** - Based on the characteristics of Village electric rate classes, allocation factors based on energy, peak demand, non-coincident demand and number of customers will be developed for each cost component. The allocation factors will be used to allocate test year costs to each rate class.
- **Calculation of Allocated Cost of Service** - Using the allocation factors developed above, the allocated cost of serving each rate class will be calculated. The resulting cost allocations will be used to develop electric rates in Task 6.

The cost of service analysis will be prepared for each of the following rate classes:

1. Residential Service – Inside
2. Residential Service – Outside
3. Residential Demand Service – Inside
4. Residential Demand Service - Outside
5. Commercial Secondary - Inside
6. Commercial Secondary - Outside
7. Commercial Primary – Inside
8. Commercial Primary – Outside
9. Industrial Primary
10. Municipal
11. Security Lighting Service
 - a. 175 Watt Mercury Vapor (MV)
 - b. 400 Watt MV
 - c. 1,000 Watt MV
 - d. 150 Watt High Pressure Sodium (HPS)
 - e. 250 Watt HPS
 - f. 400 Watt HPS

The Village staff indicated there are no customers being billed in rate numbers 7 and 8 as listed above. We will calculate cost of service rates for each rate class and compare the cost of service results to revenues from each rate class under current Village electric rates.

Task 5 – Cost of Service Analysis Status Update

A status update of cost of service analysis results will be prepared and provided to the Village. The analysis will include a comparison of revenue from existing rates to the cost of service by rate class. We will review the cost of service analysis with the Village before designing rates.

Task 6 – Prepare Electric Rates

We will prepare electric rates. Typical bill comparisons will be prepared at various usage levels showing how customer bills under proposed rates compare to bills using existing rates. Typical bills under proposed rates will be compared to bills using the rates of Ohio Edison.

Task 7 – Prepare Electric Rate Schedules

The Village staff indicated the electric utility does not currently have a rate schedule document that defines the availability, applicability, available voltage and other terms and conditions for each rate class. Sawvel will prepare electric rate schedules that define each rate classes availability, applicability, available voltage, other terms and conditions in addition to the electric rate charges for each rate class.

Task 8 – Prepare Report

A draft report will be prepared and provided to the Village for review. After receiving comments from the Village, a final report will be prepared and three (3) copies of the final report and rate schedules will be delivered to the Village.

Task 9 – Presentation to Village Council

If requested and authorized by the Village, Sawvel will prepare a presentation for a Village Council meeting to present the final Study results. Any cost associated with preparing, providing and/or presenting a presentation to the Village Council is not included in the estimated compensation.

MEETINGS:

Teleconferences will be conducted with the Village to discuss and review project activities. Sawvel will attend on site meetings as requested and authorized by the Village.

SCHEDULE:

We anticipate providing a draft revenue requirements status update to the Village two months after receipt of all requested data and information. We expect to complete the Study three months after all requested information is received.

COMPENSATION:

The estimated compensation amount for the Scope of Work is \$29,175. The estimated compensation includes one electric rate design. If Task 7 – Prepare Electric Rate Schedules is

not required by the Village, the estimated compensation for Task 1 through 6 and Task 8 is \$26,320. Sawvel will invoice monthly for time and expenses incurred during the previous month in accordance with the then current Standard Billing Schedule (see attached). We will not exceed the estimated compensation amounts without approval from the Village. The Village shall make prompt payments in response to our monthly invoices as set forth in Section 4 – Payments to Sawvel of the Professional Consulting Services Agreement.

CLIENT REPRESENTATIVE:

The Village has designated Ms. Pamela Priddy, City Manager, and Bill George, Electric Superintendent, as the people with authority to act on the Village's behalf on all matters concerning services of Sawvel provided under Service Exhibit 6.

Agreed:

Client

Sawvel and Associates, Inc.

Date

Date

Client

Date

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-12
SPONSOR: Councilperson Spletzer

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND
AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE
OF RESOURCES WITH THE COUNTY AUDITOR**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2023 Appropriations and transfers of items already appropriated for the Year 2023 are desired and required; and

WHEREAS, this Ordinance incorporates funding sources and expenditures that originated after the most recent Certificate of Resources was issued; and

WHEREAS, the appropriation amendments will require an update of the Certificate of Resources to be filed with the Trumbull County Auditor.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Exhibit attached hereto hereby amends the current appropriations for fiscal year 2023. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

SECTION 2. That the Village Finance Director is hereby authorized to draw warrants on the Village Treasury for payment of the foregoing appropriations upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

ORDINANCE NO. 2023-12
PAGE TWO

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

CITY OF NEWTON FALLS		2023 Current Appropriations	2023 Proposed Appropriations	Difference
100	General Fund			
BUILDING & LANDS MAINTENANCE				
Personal Services	Legal Level	32,792.00	32,792.00	-
Other Operations	Legal Level	53,400.02	66,400.02	13,000.00
	Total:	86,192.02	99,192.02	13,000.00
TRANSFERS OUT				
Other Operations	Legal Level	161,400.00	161,400.00	-
	Total:	161,400.00	161,400.00	-
100	Total:	2,004,578.76	2,017,578.76	13,000.00
204	PARK AND RECREATION			
Personal Services	Legal Level	1,870.00	1,870.00	-
Other Operations	Legal Level	23,300.00	29,800.00	6,500.00
204	Total:	25,170.00	31,670.00	6,500.00
Grand Total:		16,597,288.65	16,616,788.65	19,500.00

VILLAGE OF NEWTON FALLS, OHIO
RESOLUTION NO.: 05-2023
SPONSORS: Councilpersons Rufener and Stimpert

**A RESOLUTION REQUESTING THE TRUMBULL COUNTY BOARD OF ELECTIONS
TO SCHEDULE A RECALL ELECTION FOR WARD 3 COUNCILPERSON TESA
SPLETZER ON THE NOVEMBER 7, 2023 MUNICIPAL ELECTION DATE**

WHEREAS, a petition (comprised of seven part petitions) to recall Ward 3 Councilperson Tesa Spletzer was submitted to the Clerk of Council on February 15, 2023; and

WHEREAS, on March 1, 2023, the Clerk of Council certified to Council and Ms. Spletzer that the above recall petition met the requirements set forth in Newton Falls Charter Article VII, Section 4 to trigger the requested recall election; and

WHEREAS, Ms. Spletzer has not resigned from Council within the seven day period provided in Article VII, Section 4 of the Charter; and

WHEREAS, Article VII, Section 4 of the Charter provides if such officer shall not resign within seven days after the day on which the delivery of the Clerk of Council's certification of the sufficiency of the recall petitions was made, Council shall, at its next Regular Council Meeting after the expiration of that seven day period, adopt and promptly certify to the Board of Elections a resolution requesting the County Board of Elections to schedule the recall election for the soonest Regular General or Regular Municipal, or Primary, election date for which the recall election can be scheduled by the County Board of Elections.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby requests the Trumbull County Board of Elections to schedule a recall election for Ward 3 Councilperson Tesa Spletzer for the November 7, 2023 Municipal Election date.

SECTION 2. That the Clerk of Council is hereby directed to certify a copy of this Resolution to the Board of Elections of Trumbull County and cause notice of such recall election to be posted promptly on the Village website until the date of the recall election.

SECTION 3. That pursuant to the requirements of Article VII, Section 4 of the Newton Falls Charter, the question presented to the voters shall read as follows:

SHALL TESA SPLETZER BE ALLOWED TO CONTINUE AS VILLAGE
OF NEWTON FALLS WARD 3 COUNCILPERSON?

YES: _____
NO: _____

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SECTION 4. That all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Resolution shall be effective upon its adoption pursuant to Article III, Section 22 of the Newton Falls Charter.

PASSED IN COUNCIL THIS 15th DAY OF MARCH, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

CERTIFICATE

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 05-2023 duly passed by the Council of the Village of the City of Newton Falls, Ohio on the 15th day of March 2023.

City Clerk / Council Clerk

Date